

AG Contract No. KR99 2303TRN
ADOT ECS File No. JPA 99-155
Project: F-016-1-332/H4477 01D/01C
Section: SR-80 Realignment,
12th St. - Leslie Canyon Road
and US-191

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 4 JANUARY 2001 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Douglas, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way of realigned SR-80 and US191 at the following location.

SR 80, From milepost 365.97 at I Avenue to milepost 366.68 at the East City limits a net distance of approximately 0.71 miles.

US 191, from milepost 0.87 near 12th Street to milepost 1.15 at SR 80 a net distance of approximately 0.28 miles.

NO 24410

Filed with the Secretary of State

Date Filed: 01/04/2001

Patricia Boyles

Secretary of State

Vicky J. Graenewald

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the State for concurrence.

2. After State concurrence of the plans, the project will be constructed by the City, using State funds, at a currently estimated cost to the State of \$374,120 00. The City shall publicly bid the project and comply with all applicable City and State procurement laws, rules and regulations.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping, as shown on Exhibit A which is attached hereto and made a part hereof. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for perpetuity from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ. 85601

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF DOUGLAS

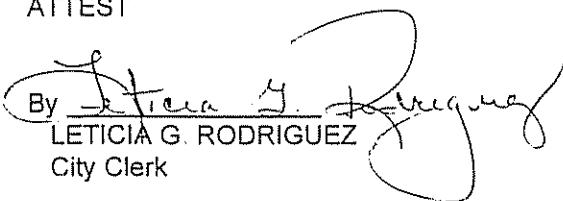
STATE OF ARIZONA

Department of Transportation

By 
RAY BORANE
Mayor

By 
CATHRINE J. HEGEL
Contract Administrator

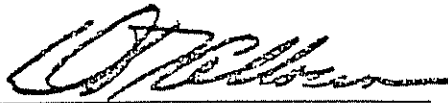
ATTEST

By 
LETICIA G. RODRIGUEZ
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of September 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Douglas for the purpose of defining responsibilities for the design, construction and maintenance of a landscaping on SR-80 and US-191.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

TELEPHONE (520) 364-1586

425 10TH STREET

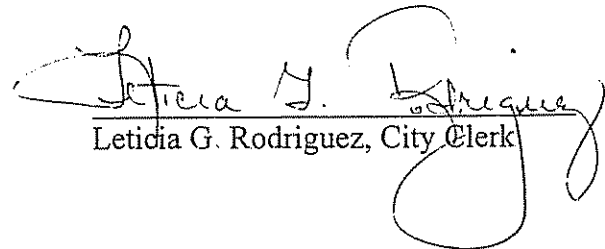
THE CITY OF DOUGLAS
CITY HALL
DOUGLAS, ARIZONA 85607

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City of Douglas, Arizona, held on the 8th day of November, 2000. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of December, 2000.

-SEAL-


Leticia G. Rodriguez, City Clerk

REGULAR MEETING
NOVEMBER 8, 2000
MEETING

The City of Douglas Mayor and Council met in a Regular Meeting on Wednesday, November 8, 2000 at 4:00 P.M. in the Council Chambers of City Hall . The Honorable Mayor Ray Borane called the meeting to order and led the Pledge of Allegiance. Mayor Pro-tem Harry Ames led the invocation. Mayor Borane then proceeded to ask for the roll call.

PRESENT ABSENT

MAYOR RAY BORANE	X
COUNCILMEMBER ROBERT MARRUFO - WARD ONE	X
COUNCILMEMBER SERGIO MENDEZ - WARD TWO	X
COUNCILMEMBER RAMON JORDAN - WARD THREE	X
COUNCILMEMBER HARRY AMES - WARD FOUR	X
COUNCILMEMBER HARRY AMES - WARD FOUR	X
COUNCILMEMBER DALE DAVIS - WARD FIVE	X
COUNCILMEMBER RUDY QUINONEZ - WARD SIX	X
CITY MANAGER MICHAEL ORTEGA	X
CITY CLERK LETICIA G. RODRIGUEZ	X
CITY ATTORNEY ANITA SANCHEZ	X
FINANCE DIRECTOR JEAN PACE	X

5. PRESENTATION OF AWARDS

None

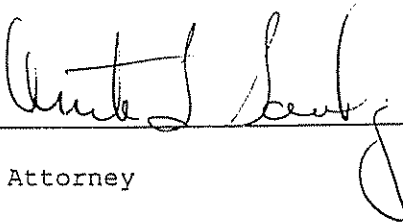
6. DISCUSSION/DECISION TO CALL FOR AND CONDUCT AN
EXECUTIVE SESSION UNDER THE AUTHORITY OF A.R.S. 38.431.03
(A-7) TO DISCUSS THE PURCHASE, SALE, OR LEASE OF REAL
PROPERTY FOR THE RELOCATION OF THE PUBLIC WORKS SHOP.

Mayor Borane stated that he would take agenda item number 6 out of order and would hold the Executive Session at the end of the meeting if needed.

APPROVAL OF THE DOUGLAS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of December, 2000.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

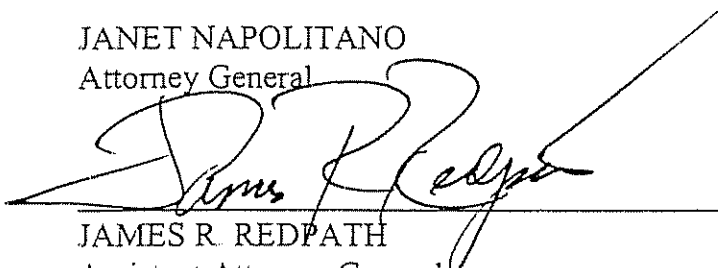
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-2303TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 28, 2000.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/661546

Enc.